

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation

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Master File No. 1:00 - 1898  
MDL 1358 (SAS)  
M21-88

This Document Relates to:

*New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.*  
No. 1:08-cv-00312-SAS

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**DECLARATION OF BRYAN BARNHART IN SUPPORT OF PLAINTIFFS'  
OPPOSITION TO CHEVRON U.S.A. INC.'S  
MOTION FOR SUMMARY JUDGMENT REGARDING  
THE SKYLINE SERVICE CENTER TRIAL SITE**

I, Bryan Barnhart, declare:

1. I am an attorney at Miller, Axline & Sawyer, counsel for Plaintiff New Jersey Department of Environmental Protection. I have been involved in the pretrial proceedings in this action. This Declaration is based on my personal knowledge and, if called as a witness, I could testify competently thereto.

2. Attached hereto as Exhibit 1 is a true and correct copy of a document with bates numbers NJ-MTBE-DEF-000000016-000000018.

3. Attached hereto as Exhibit 2 is a true and correct copy of excerpts from the transcript from the deposition of Bruce Odiel Beyaert in the *In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation* case, dated June 19, 2007.

4. I am informed and believe that Exhibit 3 hereto is a true and correct copy of a letter from James R. Deurbig to Joseph A. Costello and Michael Costello re: Skyline Service Center, Inc., dated July 24, 1998.

5. Attached hereto as Exhibit 4 is a true and correct copy of excerpts from the Expert Report of Bruce F. Burke, dated November 20, 2009.

6. Attached hereto as Exhibit 5 is a true and correct copy of documents relating to the installation of the containment system at the Skyline Service Center, Inc., which was Exhibit 14 to the deposition transcript of Skyline's operator Joe Costello.

7. Attached hereto as Exhibit 6 is a true and correct copy of excerpts from a transcript in *In Re: MTBE Litigation*, of a hearing held before Honorable Shira A. Scheindlin, on August 19, 2013.

8. Attached hereto as Exhibit 7 is a true and correct copy of excerpts from

"Objections and Responses of Texaco Inc. to Plaintiffs First Set of Interrogatories to Defendants."

9. Attached hereto as Exhibit 8 is a true and correct copy of excerpts from, "The Chevron Defendants' Objections and Responses to Plaintiffs First Set of Request for Production of Documents"

10. On November 22, 2013, I personally reviewed the public filings of Texaco and of ChevronTexaco on the sec.gov website. Texaco's 1993 10-K states that Star was formed in 1988 as a joint venture between defendant Texaco and the Saudi Arabian Oil Company. ChevronTexaco's 2000 10-K states that, "[e]ffective July 1, 1998, Texaco, Shell and Saudi Refining Inc., a corporate affiliate of Saudi Aramco, formed Motiva, a Delaware limited liability company. Motiva is a joint venture that combined the East and Gulf Coast U.S. refining and marketing businesses of Shell and Star Enterprise (Star). Star, in turn, was a joint venture owned 50 percent each by Texaco and Saudi Refining Inc." ChevronTexaco's 2000 10-K also states that ChevronTexaco took over Texaco's ownership interest when Chevron and Texaco merged in 2000, and that ChevronTexaco sold its ownership interest in Motiva to Shell and Saudi Refining Inc. in October 2001. Texaco's 1993 10-K shows that it and Star have been involved in groundwater-contamination litigation since at least 1993. Texaco's 1998 10-K shows that it, Motiva, and Shell all have been defendants in MTBE cases since at least 1998.

11. Attached hereto as Exhibit 9 is a true and correct copy of excerpts from "Defendant Chevron U.S.A. Inc.'s Objections and Responses to Plaintiff's Second Set of Interrogatories to Defendants."

12. Attached hereto as Exhibit 10 is a true and correct copy of excerpts from Expert

Generic Report of Marcel Moreau.

13. Attached hereto as Exhibit 11 is a true and correct copy of excerpts from "Plaintiff's Amended Notice of Deposition of Michael Costello with Production of Documents and Videotaping."

14. Attached hereto as Exhibit 12 is a true and correct copy of the document identified as Exhibit 25 of the August 2, 2011 Deposition of Joseph Costello.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2<sup>nd</sup> day of December, 2013, at Sacramento, California.

Bryan Barnhart  
BRYAN BARNHART

# EXHIBIT 1



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

## In re Methyl Tertiary-Butyl Ether ("MTBE") Products Liability Litigation

**This document relates to:**

*New Jersey Department of Environmental Protection et al. v. Atlantic Richfield Co., et al.*  
No. 08 Civ. 00312 (SAS)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant CITGO Petroleum Corporation (“CITGO”) hereby responds to Plaintiffs’ First Set of Interrogatories to Defendants as follows:

## **GENERAL OBJECTIONS**

1. CITGO objects to the definitions set forth in the Interrogatories to the extent they deviate from or purport to impose requirements other than or in addition to those required by the Federal Rules of Civil Procedure, the Local Civil Rules or Orders of this Court.
  2. CITGO objects to the Interrogatories on the grounds that they are overly broad, unduly burdensome, and seek the disclosure of information that is not relevant to the claim or defense of any party nor reasonably calculated to lead to the discovery of admissible evidence.
  3. CITGO is a very large organization, and it would neither be possible nor practical to search every location where records are retained or to interview each employee for responsive information. CITGO has conducted, and is still conducting, a good faith search for documents and information in the locations and from the individuals who are most likely to have the responsive information. CITGO reserves the right to amend or supplement its responses as

entire State of New Jersey prior to completion of the ongoing Court-ordered process of site selection. CITGO also objects that the phrases and terms "routes along which you own ... or operate," "primary origin points," "secondary origin points" and "breakout terminals" are vague and ambiguous in the context of this Interrogatory. CITGO also objects to Plaintiffs' demand that it depict responsive information in graphic format on the basis that it is unduly burdensome to the extent that the responsive information does not already exist in such format. Subject to and without waiving its objections, CITGO states that it formerly owned an interest in Colonial Pipeline and that it currently owns a terminal in Linden, New Jersey. CITGO also owns a property in Pennsauken, New Jersey that formerly was used as a gasoline distribution terminal. CITGO produces herewith documents bearing Bates numbers CITGO-NJ-002938 through CITGO-NJ-002944, which depict Colonial Pipeline routes in New Jersey as well as the locations of breakout tankage and of the Linden and Pennsauken terminals.

12. Identify all routes in the State of New Jersey along which you ship (or have shipped) gasoline through a common carrier pipeline, and indicate by city any and all primary and secondary origin points where you do input (or did input) gasoline, and any and all ending points, breakout terminals, and off-take points where you take out (or have taken out) gasoline. Depict this information in graphic format.

**ANSWER:** In addition to its General Objections, CITGO objects to Interrogatory No. 12 on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information about the entire State of New Jersey prior to completion of the ongoing Court-ordered process of site selection. CITGO also objects that the phrases "primary and secondary origin points," "input," "off-take points" and "breakout terminals" are vague and ambiguous in the context of this Interrogatory. CITGO also objects to Plaintiffs' demand that it depict responsive information

for the purpose of responding to these Interrogatories. Subject to and without waiving its objections, CITGO states that CITGO employees Steve Fuller and Jack McCrossin were consulted for these responses.

19. Identify each party on whose behalf you are responding to these requests.

**ANSWER:** CITGO Petroleum Corporation is responding to these requests on its own behalf.

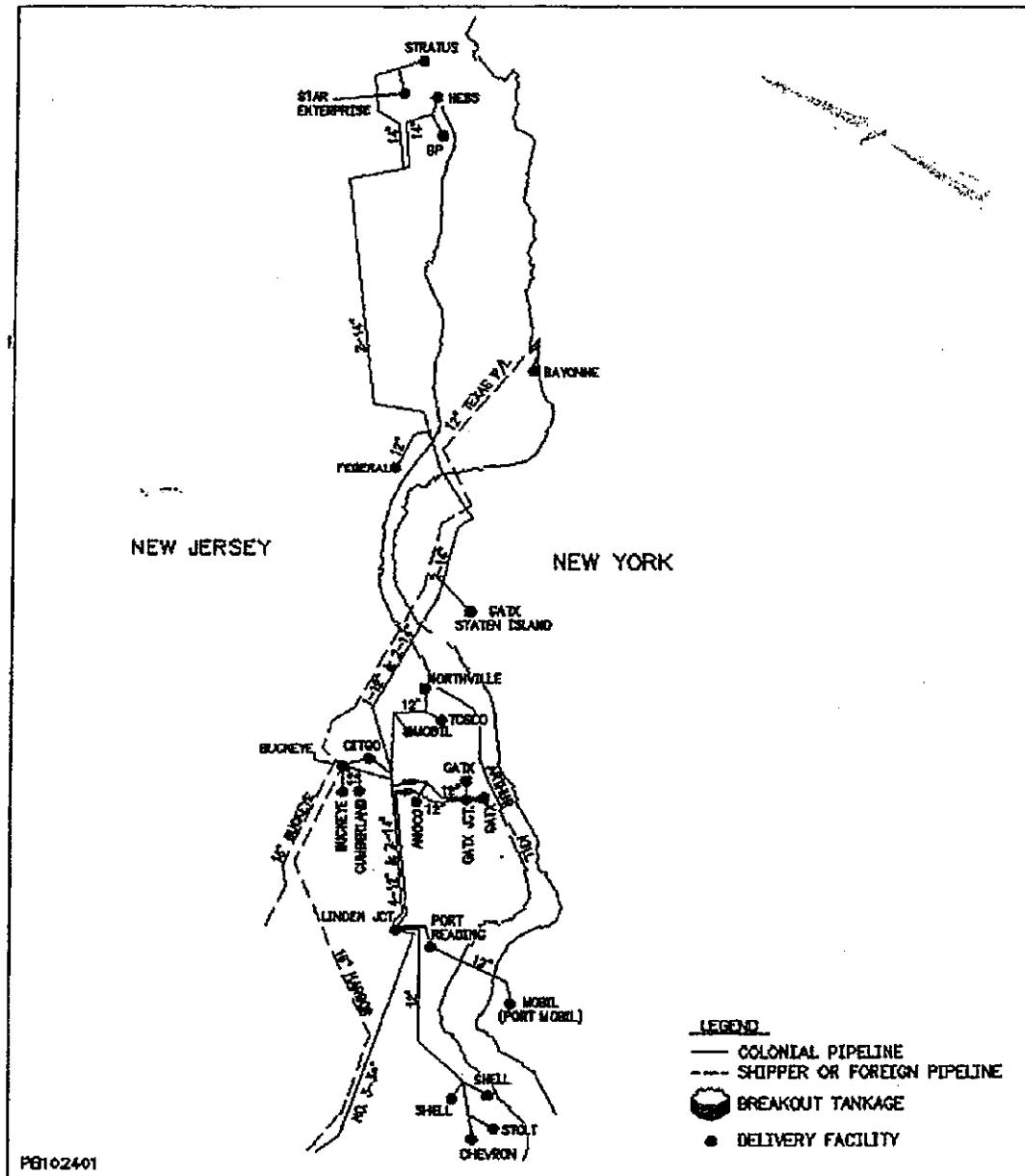
Dated: April 9, 2010

Respectfully submitted,

CITGO PETROLEUM CORPORATION

By: Pamela R. Hanebutt  
Nathan P. Eimer (neimer@eimerstahl.com)  
(New York Bar No. 1976067)  
Pamela R. Hanebutt  
(phanebutt@eimerstahl.com)  
Lisa S. Meyer (lmeyer@eimerstahl.com)  
EIMER STAHL KLEVORN & SOLBERG LLP  
224 South Michigan Avenue, Suite 1100  
Chicago, IL 60604  
Ph. 312-660-7600  
Fax 312-692-1718

## Colonial Pipeline Company



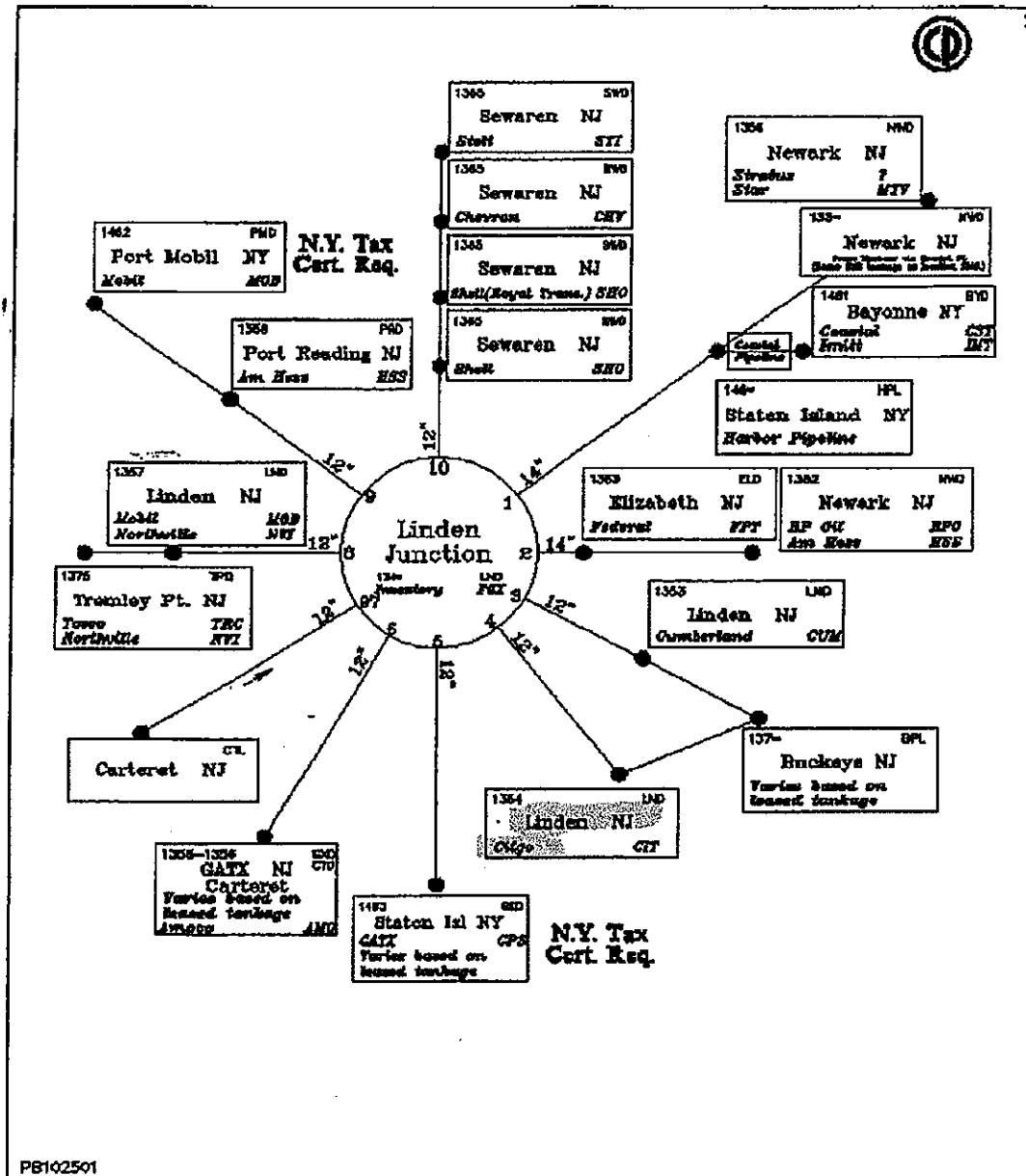
January 2000

I-46

CITGO-NJ-002938

NJ-MTBE-DEF-000000016

## Colonial Pipeline Company



## Colonial Pipeline Company

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### LINDEN JUNCTION

The Linden Tank Farm represents the final destination location on the Colonial system. Colonial delivers product to 12 different locations, serving 48 shipper terminals, as well as three direct connections to other pipelines from this breakout tankage.

#### LINDEN DELIVERY TANKAGE & SHIPPERS (LND)

Citgo (CIT)	Mobil (MOB)
Cumberland Farms (CNR)	Northville (NVT)

#### PORT READING DELIVERY TANKAGE & SHIPPERS (PRD)

Hess (HSS)

#### PORT MOBIL DELIVERY TANKAGE & SHIPPERS (PRD)

Mobil (MOB)

#### SEWAREN DELIVERY TANKAGE & SHIPPERS (SWD)

Chevron (CHV)	Motiva (MTV)
	Stolt (STI)

#### CARTERET DELIVERY TANK & SHIPPERS (CTD)

Amoco (AMO)

#### STATEN ISLAND DELIVERY TANKAGE & SHIPPERS (SID)

GATX (GX)  
Shippers with leased tankage are made valid when appropriate

#### TREMLEY POINT DELIVERY TANKAGE & SHIPPERS (TPD)

Tosco (TRC)	Northville (NVT)
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#### BUCKEYE PIPE LINE TANKAGE & SHIPPERS (BPL)

Buckeye Pipe Line (BPL)

# EXHIBIT 2

1

1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 --oo--

4 -----X  
IN RE: )  
5 Methyl Tertiary ) MDL No. 1358 (SAS)  
Butyl Ether )  
("MTBE") )  
Products Liability )  
7 Litigation )  
-----X

8  
9 VOLUME I

10  
11 VIDEOTAPED DEPOSITION OF

12 BRUCE ODIEL BEYAERT

13 Tuesday, June 19, 2007

14 San Francisco, California

15 \_\_\_\_\_

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23 REPORTED BY: KENNETH T. BRILL, RPR, CRR, CSR #12797

24

25

1 A P P E A R A N C E S:

2

LAW OFFICES OF MATTHEW F. PAWA, P.C.  
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1280 Centre Street, Suite 230  
Newton Centre, MA 02459  
(617) 641-9550  
[bkrass@pawalaw.com](mailto:bkrass@pawalaw.com)  
Representing the Plaintiffs

6

7

8

KING & SPALDING LLP  
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1100 Louisiana, Suite 4000  
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(713) 276-7378  
[ccorrell@kslaw.com](mailto:ccorrell@kslaw.com)  
Representing the Defendant Chevron  
U.S.A., Inc.

13

14

15

WALLACE KING DOMIKE & REISKIN, PLLC  
BY: WILLIAM F. HUGHES, ESQUIRE  
1050 Thomas Jefferson Street, N.W.  
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(202) 204-3727  
[bhughes@wallaceking.com](mailto:bhughes@wallaceking.com)  
Representing the Shell Defendants

16

17

18

19

20

21

via telephone:

22

23

24

25

BLEAKLEY, PLATT & SCHMIDT, LLP  
BY: CLAUDIA NEARY, ESQUIRE  
One North Lexington Avenue  
White Plains, New York 10601  
(914) 287-6192  
[cneary@bpslaw.com](mailto:cneary@bpslaw.com)  
Representing Getty Petroleum  
Marketing, Inc.

1 MR. CORRELL: Charles Correll, Jr. from  
2 King & Spalding, LLP for defendant Chevron, U.S.A.

3 MR. HUGHES: William Hughes, with Wallace  
4 and King for Shell defendants.

5 THE VIDEOGRAPHER: Would the court  
6 reporter please swear in the witness.

7 BRUCE ODIEL BEYAERT, after having  
8 been first duly sworn, was examined and  
9 testified as follows:

10 THE VIDEOGRAPHER: Please proceed.

11 --oo--

12 EXAMINATION

13 --oo--

14 BY MR. KRASS:

15 Q. Good morning.

16 A. Good morning.

17 Q. My name is Ben Krass and I'm an attorney  
18 for plaintiffs in this case. Would you please state  
19 your full name and address for the record.

20 A. My name is Bruce Odiel Beyaert. My  
21 address is 73 Belvedere Avenue, Point Richmond,  
22 California, 94801.

23 Q. And who is your current employer?

24 A. I'm retired. I retired from Chevron  
25 U.S.A. in 1992.

1 Q. Are you currently employed?

2 A. No. Well, I'm Chevron's corporate  
3 representative today.

4 Q. Sure. And have you ever been deposed  
5 before?

6 A. Yes.

7 Q. Approximately how many times?

8 A. One for sure in 2005. And then 20 or 25  
9 years ago I have a vague recollection of being  
10 deposed. I don't recall what the subject was.

11 Q. Are those the only two times that you can  
12 recall being deposed previously?

13 A. Yes.

14 Q. And what did the case involve in 2005 for  
15 which you were deposed?

16 A. That was Coastal -- Coast Floral case  
17 involving leakage of an underground storage tank  
18 they had.

19 Q. And what is your recollection as to which  
20 matters you were deposed on in that case?

21 A. They were matters concerning MTBE and  
22 gasoline, some similarity to this case, so --

23 Q. Let me just go over a couple of the ground  
24 rules for a deposition, then, to refresh your  
25 recollection.

1 do here is to list all of the Chevron U.S.A.  
2 organizations which would have been involved in  
3 those decisions, and that would have been the  
4 refinery managers -- managers and personnels at  
5 Pascagoula and El Segundo. They would have be  
6 the -- have been the key people in figuring out how  
7 to make premium unleaded gasoline at that time with  
8 lead being phased out.

9 And then there were home office management  
10 approvals, as I mentioned earlier, along the way,  
11 and marketing and product engineering, supply  
12 distribution, strategic planning, business  
13 evaluation, environmental affairs, environmental  
14 health scientists, all would have provided advice  
15 and input.

16 So all those organizations that I have  
17 listed here, the names of the key individuals who I  
18 knew at that time and were involved based on a  
19 review of the documents provided to me.

20 BY MR. KRASS:

21 Q. For the record, what do S&D and SP and BE  
22 refer to?

23 A. SD is supply and distribution. That would  
24 be the organization that would go out and, in this  
25 case, find an economic source for MTBE or the best

1 source.

2 Strategic planning and business evaluation  
3 was the Chevron U.S.A. Downstream organization for  
4 which I worked.

5 Q. Were you personally involved in Chevron's  
6 decision to first add MTBE to its gasoline as an  
7 octane enhancer?

8 A. I don't believe so, not that I recall.

9 Q. And --

10 A. And the one -- one exception occurs to me  
11 is that I did author a memo which D.B. Smith sent to  
12 R.L. Arscott, again, touching bases in 1987,  
13 following up on the 1983 and '85 memos we had from  
14 our environmental health scientists to be sure there  
15 weren't any environmental showstoppers. So I did  
16 author and review that February 13, 1987 memo, so I  
17 was involved at that time.

18 It was -- relates to my background in  
19 environmental planning to be sure that everything  
20 was -- could proceed as planned.

21 Q. And skipping to Point 16, it's Chevron's  
22 understanding that the individuals listed in 14 were  
23 those that were involved in making any  
24 recommendations to the ultimate decision maker with  
25 respect to Chevron's decision to first add MTBE to

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1 ACKNOWLEDGMENT OF DEPONENT

2 I, \_\_\_\_\_, do hereby certify  
3 that I have read the foregoing pages \_\_\_\_ to \_\_\_\_  
4 and that the same is a correct transcription of the  
5 answers given by me to the questions therein  
6 propounded, except for the corrections or changes in  
7 form or substance, if any, noted in the attached  
8 Errata Sheet.

9

10

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

11

12

13

14

Subscribed and sworn to before me this

15

\_\_\_\_\_ day of \_\_\_\_\_,

16

200\_\_.

17

My commission expires: \_\_\_\_\_

18

19

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\_\_\_\_\_  
Notary Public

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# **EXHIBIT 3**



Christine Todd Whitman  
Governor

State of New Jersey  
Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

Bureau of Underground Storage Tanks

P.O. Box 433  
401 East State Street  
Trenton, NJ 08625  
Fax: (609)633-1454

Mr. Joseph A. Costello  
Mr. Michael Costello  
236 Skyline Drive  
Ringwood, New Jersey 07456

JUL 24 1998

Re: *Skyline Servicecenter, Inc.*  
236 Skyline Drive  
Ringwood, Passaic County  
Case # N/A  
UST #0025391

RECEIVED

JUL 27 1998

RINGWOOD HEALTH DEPT

Dear Sirs:

The New Jersey Department of Environmental Protection (Department), specifically, the Bureau of Underground Storage Tanks (BUST) has responded to the Passaic County Department of Health which requested the Department's assistance in determining the source(s) of gasoline related contamination that has been detected in several potable wells located in the vicinity of Oakwood Drive, Ringwood. In May of 1998 the Department of Health sampled wells in the area and detected methyl-*tert* butyl ether (MTBE), a gasoline additive, at a concentration that exceeds the Safe Drinking Water Standard in one potable well located at 63 Oakwood Drive. Of the eighteen wells sampled in the Oakwood Drive area, sixteen had low levels of MTBE present.

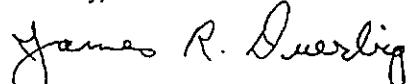
On July 16<sup>th</sup>, 1998, representatives from BUST conducted a field investigation in the Oakwood Drive area to identify the possible source(s) of the ground water contamination. Your facility is located within 1,000 feet of Oakwood Drive and is upgradient to the impacted wells. As per N.J.A.C. 7:14B-7.1(a)3, "The New Jersey UST State Regulations", a site investigation (SI) is required when "there is evidence of a hazardous substance or resulting vapors in the soil, in surface water, or in any underground structure or well in the vicinity of the facility". Therefore, Skyline Servicecenter shall conduct an SI pursuant to N.J.A.C. 7:26E that specifically includes installing a bedrock monitoring well downgradient of the tank field and pump islands. Said well shall test the first encountered aquifer in competent bedrock. Analyses of ground water samples shall be per USEPA Method 624 (including MTBE and TBA).

During the above site inspection, you mentioned that you were anticipating the closure and excavation of the on-site waste oil tank. In an effort to reduce time and costs the Department encourages you to coordinate the tank closure and SI activities to minimize the extent of invasive activities.

The results of the ground water SI are to be submitted to the Department within sixty (60) days of the

receipt of this letter. The Department appreciates your cooperation in this matter. Should you have any questions, please contact Leonard Lipman, Case Manager, at (609) 777-0126

Sincerely,

  
James R. Duerbig, Acting Section Chief  
Bureau of Underground Storage Tanks

c: Passaic County Department of Health  
Health Department, Borough of Ringwood  
Clerk's Office, Borough of Ringwood  
Leonard Lipman, Case Manager, BUST

# EXHIBIT 4



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In Re: Methyl Tertiary Butyl Ether (MTBE")

MDL No. 1358 (SAS)

Product Liability Litigation

Master File C.A. No. 1:00-1898

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This document relates to the following cases:

West Hempstead Water District v. AGIP, et al.

No. 03-CV 10052

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**EXPERT REPORT OF BRUCE F. BURKE**

Nexant, Inc.  
44 South Broadway  
White Plains, New York 10601

A handwritten signature in black ink that reads "Bruce F. Burke".

November 20, 2009

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Signature

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Date

**CPNJMTBESWNY00002958**

		Location	Company	
NY	Nassau	125 Apollo Street Brooklyn, NY 11222	Amoco	Terminal is currently in use by BP Products (or its affiliates)
		760 Roosevelt Avenue Carteret, NJ 07008	Amoco	Terminal is currently in use by BP Productions (or its affiliates)
		Unknown Inwood, NY	Amoco	Terminal was in use by BP Products or its affiliates at least in 1988
		Unknown Mount Vernon, NY	Amoco	Terminal sold to Sprague Energy Corp. in 1999
		Unknown Oceanside, NY	BP	Terminal sold or closed
		Unknown Port Jefferson, NY	Amoco	Terminal was in use by BP Products (or its affiliates) at least in 1988

- “BP Products currently leases space from Carbo Industries’ terminal in Lawrence listed in Attachment A as owned by Carbo. Lawrence sells gasoline for distribution to Suffolk and Nassau Counties and parts of Westchester County. This terminal is supplied by Buckeye Pipeline and by barge from BP Products’ Carteret, New Jersey terminal.”<sup>151</sup>
- “BP Products’ and/or its predecessor Amoco owned the terminal in Inwood, New York (listed in Attachment A as owned by Amoco) from prior to 1979 until it was sold in about 1993. This terminal supplied Suffolk and Nassau Counties and parts of Westchester County. The terminal was supplied by barge from BP Products’ Carteret, New Jersey terminal and by the Buckeye Pipeline.”<sup>152</sup>
- The Oceanside terminal previously owned by BP supplied Suffolk, Nassau and Queens counties. This terminal was supplied by barge from Tremley Point and by barges of imports from New York harbor.”<sup>153</sup>

133. **Chevron U.S.A. Inc. (“Chevron”) and ChevronTexaco Corporation (n/k/a Chevron Corporation)** have indicated that they did ship MTBE gasoline into terminals

<sup>151</sup> Defendant BP Products North America Inc.’s and BP Corporation North America Inc.’s Answers and Objections to City of New York’s Revised Third Set of Interrogatories to All Defendants, Page 45

<sup>152</sup> Defendant BP Products North America Inc.’s and BP Corporation North America Inc.’s Answers and Objections to City of New York’s Revised Third Set of Interrogatories to All Defendants, Page 46

<sup>153</sup> Defendant BP Products North America Inc.’s and BP Corporation North America Inc.’s Answers and Objections to City of New York’s Revised Third Set of Interrogatories to All Defendants, Page 47

along the gasoline supply system which served the RGA. Specifically, Chevron and ChevronTexaco have indicated the following:

- "..., Chevron refers to the chart attached as Exhibit 1, which depicts Chevron's deliveries of gasoline that Chevron can identify as containing MTBE to the New York and New Jersey terminals listed on Attachment A, based on Chevron's review of the electronic information available to it."<sup>154</sup>

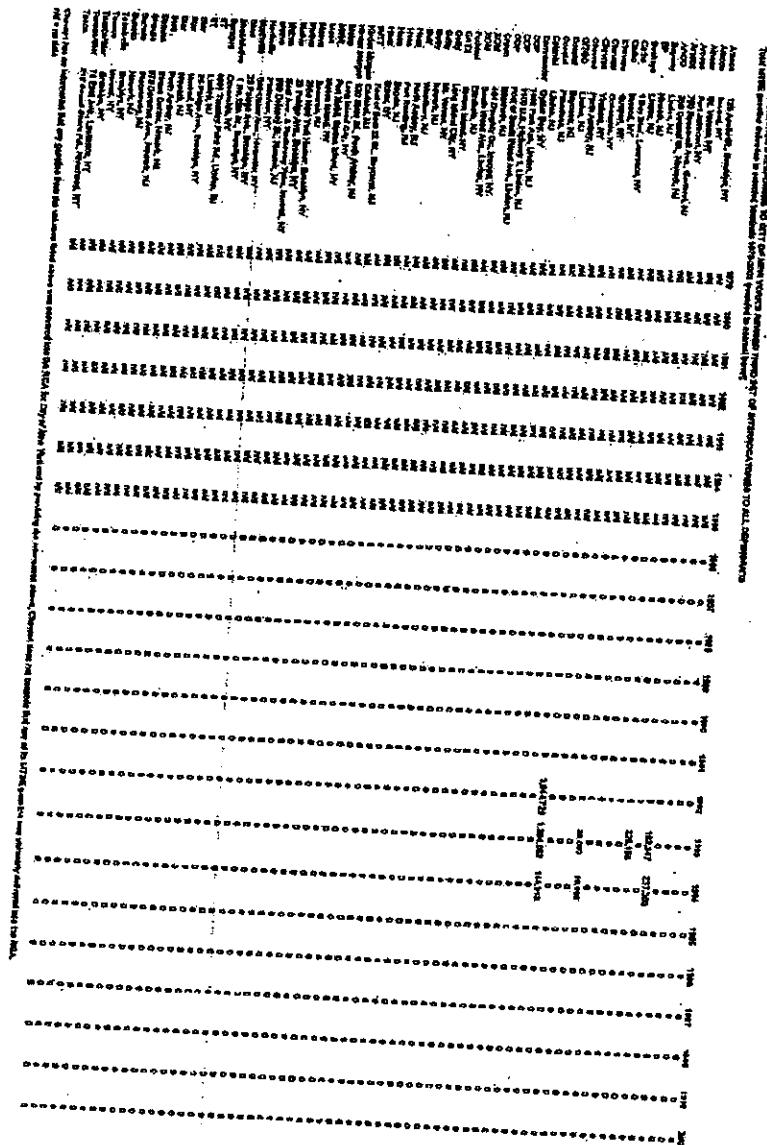
Chevron identifies terminals and approximate barrels delivered to these terminals. The Amoco Terminal at 760 Roosevelt Ave., Carteret, NJ (162,647 in 1993; 237,350 in 1994); the Bayway Terminal at Linden, NJ(225,156 in 1993); the Chevron Terminal at Gulfport, NY(25,000 in 1993; 59,999 in 1994); and the CITGO Terminal at Linden, NJ (1,044,729 in 1992; 1,394,652 in 1993; 144,915 in 1994) were those identified by Chevron as terminals which they delivered MTBE gasoline to<sup>155</sup> ]

<sup>154</sup> Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Page 24

<sup>155</sup> Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Exhibit 1

**CPNJMTBESWNY00003051**

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<sup>156</sup> Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Exhibit 1

CPNJMTBESWNY00003052

Subject to and without waiving any of their objections, Chevron identifies the following terminals from which, on information and belief, they may have supplied gasoline to the localities that are the subject of these interrogatory responses. This is not to suggest that any or all of the gasoline had MTBE in it, and Chevron's records do not always reflect where gasoline was ultimately delivered.

<i>State</i>	<i>Name of Plaintiff</i>	<i>County</i>	<i>Terminal(s)</i>	<i>Dates Used*</i>	<i>Proprietary?</i>
<b>New Hampshire</b>	City of Dover	Strafford	Chelsea, MA South Portland, ME	1979-1986 1979-1986	Y Y
	City of Portsmouth	Rockingham	Chelsea, MA South Portland, ME	1979-1986 1979-1986	Y Y
	State of New Hampshire		Chelsea, MA South Portland, ME	1979-1986 1979-1986	Y Y
<b>New York</b>	City of New York	Bronx County, Kings County, New York, Queens, Richmond	Albany, NY Buffalo, NY Greenpoint, NY Gulfport, NY Johnson City, NY Long Island, NY Oceanside, NY Rensselaer, NY Rochester, NY So. Seatauket, NY Syracuse, NY Utica, NY Yonkers, NY	1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986 1979-1986	N N N Y Y N Y Y N Y Y N

\*Chevron notes that after 1986, it is possible that some of the listed terminals were used by other companies to supply their own retail outlets in some of the relevant areas. Chevron had no retail outlets in the relevant areas after 1986.

There may be additional terminals that were formerly and/or currently owned or used by Chevron (including its predecessor Gulf). Chevron will supplement its response to this interrogatory to the extent such additional terminals are identified.

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134. CITGO Petroleum Corporation ("CITGO") and CITGO Refining and Chemicals Company L.P. ("CRCC") (collectively, the "CITGO Defendants") have indicated that they did ship MTBE gasoline into terminals along the gasoline supply system which served the RGA. Further they state that they blended MTBE into gasoline at the terminals. Specifically, the CITGO Defendants have indicated the following:

- "During the years 1995 through March 2000, CITGO shipped RFG via a branch of the Buckeye Pipeline East system that runs from Linden, New Jersey to the Shell/Motiva terminal located at 25 Paidge Avenue in Brooklyn, New York."<sup>158</sup>

<sup>157</sup> Chevron U.S.A. Inc.'s Responses to City of New York's First Set of Interrogatories, Page 11

<sup>158</sup> Citgo Petroleum Corporation's and Citgo Refining and Chemicals Company L.P.'s Answers and Objections to City of New York's Revised Third Set of Interrogatories to all Defendants, Page 8

# **EXHIBIT 5**

*StarEnterprise*



Mr. Bruce Bodami  
Lombardo Equipment Co.  
Bushes Lane  
PO Box 62  
Elmwood Park, NJ 07407

October 26, 1993

Re: Skyline S/C  
Ringwood, NJ

Dear Mr. Bodami,

We have been advised by Mr. Joseph Costello, proprietor of subject location that your company has entered into contract with him on June 9, 1993 for tank upgrading. The work has not commenced as of this date. We at Star Enterprise have completed all our tank upgrading at those locations we own and we expect all other customers to be in compliance with state regulations.

Since we are rapidly approaching the deadline date, when can we expect Mr. Costello's location to be in compliance?

Very Truly Yours,

A handwritten signature in black ink.

Sam A. Trunzo  
Marketing Supervisor



SKYLINE002158

796-3390  
796-3391  
796-3392

Site Plan  
Enginner 8/10/93  
for application

## LOMBARDO EQUIPMENT CO.

Service Station Installation  
and Maintenance

BUSHES LANE, P. O. BOX 62

ELMWOOD PARK, N. J. 07407

*Sump  
Equipment  
Containment  
Contract*

JUNE 7, 1993

SKYLINE TEXACO  
SKYLINE DRIVE  
RINGWOOD NJ 07456

ATT: JOE COSTELLO

SIR:

WE ARE PLEASED TO SUBMIT OUR COMPLIED QUOTATION TO PERFORM THE FOLLOWING  
IN THE AMOUNT OF \$28,500.00 (TAX NOT INCLUDED).

SUPPLY AND INSTALL ONE (1) ST1401 CONSOLE AND PRINTER, THREE (3) SENSORS  
(INVENTORY TYPE), AND TWO (2) VAPOR SENSORS?

EXCAVATE TO TANK AND INSTALL THREE (3) CONTAINMENT SUMPS, THREE (3) NEED ONLY THREE (3)  
CONTAINMENT COVERS, AND FOUR (4) 15 GALLON SPILL.

OVERFILL WILL BE ELECTRONIC AND INCORPORATED IN THE ST1401.

REPLACE ALL DISTURBED CONCRETE AND ASPHALT.

OBTAİN SUBSTANCIAL MODIFICATION PERMIT AND LOCAL PERMIT.

### ASSUMPTIONS

IT IS ASSUMED THAT;

THE TANKS TO BE UPGRADED ARE REGISTERED WITH THE STATE.

THE AREA TO BE EXCAVATED WILL BE FREE OF ANY OBSTRUCTIONS SUCH  
AS CARS, TRUCKS, OR OTHER MISCELLANEOUS DEBRIS.

THERE WILL BE AN ADDITIONAL CHARGE SHOULD IT BE NECESSARY TO REMOVE AND  
DISPOSE OF CONTAMINATED WATER OR ANY SUB SURFACE SOIL WHICH SHOULD BE  
DETERMINED HAZARDOUS BY LOCAL OFFICIAL, EPA, DEP, OR OUTSIDE TESTING  
LABS.

ANY ADDITIONAL BACK FILL REQUIRED TO REPLACE CONTAMINATED SOIL WILL BE  
CERTIFIED CLEAN FILL AND WILL BE SUPPLIED AT \$25.00 PER TON.

ANY UNFORSEEN OBSTACLES SUCH AS BUT NOT LIMITED TO ROCK, HIGH WATER IN  
EXCAVATION OR UNDERGROUND UTILITY LINES WILL CONSTITUTE AN EXTRA TO THIS  
CONTRACT.

*(CONTAINMENT COVERS - EXCHARGE  
ONE FOR TELEPHONE MODERN 6/14/93  
Home work 8:15 AM 6/14/93  
Phone connection up  
Biller system B3)*

WE THANK YOU FOR THE OPPORTUNITY OF QUOTING ON THIS PROPOSED IMPROVEMENT  
AND LOOK FORWARD TO DOING BUSINESS WITH YOU.

# 1093 POA 2000 6/9/93  
Bd 26500

TERMS OF THIS CONTRACT:

6% SALES TAX WILL BE ADDED TO THE ABOVE PRICE  
\$2,000.00 TO START PAPER WORK AND OBTAIN PERMITS  
\$12,000.00 AT COMMENCEMENT OF WORK  
BALANCE UPON COMPLETION OF CONTRACT.

I HEREBY AGREE AND ACCEPT THE TERMS OF THIS CONTRACT \_\_\_\_\_

SINCERELY,

*Bruce Badami*

BRUCE BADAMI  
LOMBARDO EQUIPMENT CO., INC.

BB/ml

NOTE: THERE WILL BE AN ADDITIONAL CHARGE SHOULD IT BE  
NECESSARY TO REMOVE AND DISPOSE OF CONTAMINATED  
WATER OR ANY EXCAVATED SUB SURFACE SOILS WHICH  
SHOULD BE DETERMINED HAZARDOUS BY THE LOCAL  
OFFICIALS, EPA, DEP OR OUTSIDE TESTING LAB.

Balance  
\$ 26,500

11/1/93 Received (Bruce Badami) \$ 5000.00 Cash  
11/21/93 Received (V.L. Lombardo) \$ 10,000.00 Cash  
11/18/93 a Bruce Badami \$ 11,500.00 Cash

# EXHIBIT 6

1 D8JMMTB1

1 UNITED STATES DISTRICT COURT  
1 SOUTHERN DISTRICT OF NEW YORK

2 -----x

2  
3 IN RE: MTBE LITIGATION

3

4 00 MDL 1358 (SAS)

5

5 -----x

6 New York, N.Y.  
6 August 19, 2013  
6 4:40 p.m.

7

7 Before:

8

8 HON. SHIRA A. SCHEINDLIN,

9

9 District Judge

10

10 APPEARANCES

11

11 MILLER AXLINE & SAWYER

12

12 Attorneys for Plaintiffs NJ, PR, et al.

13

13 BY: MICHAEL AXLINE

14

-and-

15

15 BERGER & MONTAGUE

16

16 BY: TYLER E. WREN

17

17 GWEN FARLEY

18

18 YIN ZHOU

19

19 Attorneys for New Jersey Plaintiffs

20

20 McDERMOTT WILL & EMERY LLP

21

21 Attorneys for Defendant ExxonMobil, Defense Liaison

22

22 BY: JAMES A. PARDO

23

23 ARCHER & GREINER, P.C.

24

24 Attorneys for Defendants

25

25 BY: DAVID EDELSTEIN

26

26 KING & SPALDING LLP

27

27 Attorneys for Defendant Chevron

28

28 BY: CHARLES C. CORRELL, JR.

29

29 ROBERT MEADOWS

30

30 SEDGWICK LLP

31

31 Attorneys for Defendant Shell

32

32 BY: PETER C. CONDRON

33

33 RICHARD E. WALLACE, JR.

34

34 SOUTHERN DISTRICT REPORTERS, P.C.

35

35 (212) 805-0300

D8JMMTB3

1 interrogatories, where it's supposed to give us your facts --  
2 THE COURT: They put you on notice that Chevron was at  
3 those sites.

4 MR. CORRELL: Yes, your Honor. But not the facts  
5 supporting their claim.

6 THE COURT: I don't think they were supposed to lay  
7 out all of the evidence of every defendant at every site. J

8 MR. CORRELL: In the contention interrogatory, yes,  
9 your Honor. What Axline didn't tell you is, they make this  
10 general statement and they go down the contention  
11 interrogatories, and let's just turn to the Getty site. They  
12 list Texaco, now Chevron, owned this site, supplied it with  
13 MTBE gasoline. Then they talk about Getty properties and the  
14 facts related to Getty properties. They never mention any  
15 facts related to Chevron USA, Inc. And if you look at each one  
16 of these sites, they go into detail in their contention  
17 interrogatory answers and listing the different entities  
18 involved, and they never list Chevron USA. They never talk  
19 about any Chevron supply arrangements. They list the Texaco  
20 supply agreements, they list the Getty supply agreements, but  
21 they never give one fact about Chevron USA. In their response  
22 letter, when they mention the Philadelphia refinery, that was  
23 the first time they have mentioned that. And we issued an  
24 expert report --

25 THE COURT: That dates back for a long, long time  
SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

D8JMMTB3

1 THE COURT: There is some evidence that can support a  
2 disputed issue of fact, I think you might be right on that.  
3 But for summary judgment purposes he doesn't have to meet the  
4 preponderance of the evidence test because then I would be  
5 weighing the evidence. That can't be the test on summary  
6 judgment. It has to be a record cite to something that will  
7 show that they will offer evidence at trial from which a  
8 reasonable juror could find. That's the way it reads. I  
9 wouldn't have to meet the preponderance of the evidence test.  
10 Then I would be weighing.

11 MS. DEAN: I understand, your Honor. But the bottom  
12 line is, plaintiffs don't even have an expert opinion to  
13 connect MTBE that was found in 2006, 19 years after my client  
14 pulled the USTs.

15 THE COURT: He agrees with that.

16 MS. DEAN: And the MTBE was located in a new tank  
17 field.

18 THE COURT: Which he says is right on top of the old  
19 tank field. He says it's right on top of the old tank field.

20 MS. DEAN: In our motion, your Honor, we would present  
21 evidence showing that that is not true.

22 THE COURT: Then it will be a disputed issue of fact  
23 and I can't decide it. I'm trying to make a point as to when  
24 these motions should be made and shouldn't be made. If that's  
25 disputed and if he relies on proof that virtually all the

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(212) 805-0300

D8JMMTB3

1 gasoline at that time had MTBE and Getty, who, as you said,  
2 sought the waiver, that means they had to use MTBE because they  
3 didn't get the waiver. So they were using MTBE, like everybody  
4 else. So the discharge had to have contained MTBE. That's his  
5 point.

6 MS. DEAN: My question is, your Honor, that's not a  
7 fact. That's not a fact in evidence.

8 THE COURT: An inference is based on a series of  
9 facts. Fact, MTBE was used as an oxygenate in the '80s, right?  
10 Fact, Getty supplied gasoline to this station at this time  
11 during that period. Fact, UST had six holes and there was a  
12 leak from that tank. If you put the three facts together, all  
13 he's saying, it is a fair inference that the contamination in  
14 the soil would have shown that it was only part MTBE.

15 MS. DEAN: May I raise one other issue that I  
16 neglected to raise earlier.

17 Also, we had sought to seek summary judgment on this  
18 site, based on the state's own finding that the owner and the  
19 operator were the responsible parties for the contamination  
20 that was found in 2006. And, in fact, during that process the  
21 owner and operator presented evidence to the state to attempt  
22 to prove that the contamination that was found in 2006 was a  
23 result of Getty's tanks in 1987.

24 (Continued on next page)

25

SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

# **EXHIBIT 7**



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>IN RE METHYL TERTIARY BUTYL ETHER : PRODUCTS LIABILITY LITIGATION : :</b>	<b>X</b>
<b>This document pertains to: <i>New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al., 08 Civ. 00312</i> : :</b>	<b>OBJECTIONS AND RESPONSES OF TEXACO INC. TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS</b>  <b>X</b>

Texaco Inc., by and through its attorneys, makes the following objections and responses to Plaintiffs' First Set of Interrogatories to Defendants pursuant to the Federal Rules of Civil Procedure and the Local Rules of the Southern District of New York.<sup>1</sup>

**PRELIMINARY STATEMENT**

Texaco Inc. has not refined or marketed gasoline in the United States since December 1984, when its domestic operating assets were transferred to a subsidiary then known as Texaco Refining and Marketing Inc. (n/k/a TRMI-H LLC). TRMI-H LLC in turn exited the U.S. gasoline market in December 1988 when its operating assets were acquired by Star Enterprise.

In November 2005, Texaco Inc. entered into a settlement agreement with the New Jersey Department of Environmental Protection (the "Settlement"), whereby NJDEP released Texaco Inc. from any and all liability for groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State's groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent

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<sup>1</sup> The Third Amended Complaint improperly identifies Texaco Inc. as a corporate predecessor to Chevron Corporation (f/k/a ChevronTexaco Corporation). Texaco Inc., however, is a separately incorporated entity that is wholly independent from Chevron Corporation.

of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, operated, leased or otherwise affiliated with Texaco Inc.

Texaco Inc. has already produced voluminous documents that contain information responsive to these Interrogatories in response to CMO #45 (CHEVMDL 1358\_NJDEP-UTX 0000001 - CHEVMDL 1358\_NJDEP-UTX 00000950). *See also* CHEVMDL 1358\_CNY 0000001 - CHEVMDL 1358\_CNY 0001121 previously produced in *City of New York*. Such documents include, but may not be limited to: (1) EIA data identifying Texaco gasoline that was marketed or distributed in NJ during the period 1986-1989; (2) Texaco gasoline sales data for the period 1981-1989; (3) TRMI-Star Fixed Assets List dated Dec. 1988 (identifying former Texaco service stations and terminals in NJ); (4) Natural Resource Damages Settlement Agreement between Texaco Inc. and NJDEP dated Nov. 2005 (identifying former Texaco service stations and terminals in NJ); and (5) Colonial Pipeline data. Pursuant to Federal Rule of Civil Procedure 33(d), Texaco Inc. refers Plaintiff to these documents for information responsive to these Interrogatories, as the burden of reviewing them is the same for Plaintiff as it is for Texaco Inc.

Much of the foregoing sales data do not distinguish between gasoline containing MTBE and gasoline without MTBE. By making this production, Texaco Inc. does not concede that any of the gasoline represented by this data contained MTBE.

Texaco Inc.'s investigations regarding this matter are continuing. Texaco Inc. reserves the right to supplement or modify these responses in the event additional documents or information becomes available.

counsel. *See also* Texaco Inc.'s response to Interrogatory No. 16 and the Texaco depositions identified therein.

**INTERROGATORY NO. 19:** Identify each party on whose behalf you are responding to these requests.

**RESPONSE:** Texaco Inc. (improperly characterized in the Third Amended Complaint as the corporate predecessor to Chevron Corporation, f/k/a ChevronTexaco Corporation).

Dated: April 9, 2010

Respectfully submitted,

*William F. Hughes*

---

Richard E. Wallace, Jr.  
William F. Hughes  
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& REISKIN PLLC  
2900 K Street, N.W., Harbourside  
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Houston, Texas 77002

Attorneys for Texaco Inc.

# **EXHIBIT 8**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

<p>IN RE METHYL TERTIARY BUTYL ETHER : PRODUCTS LIABILITY LITIGATION : :</p> <p>This document pertains to: :</p> <p><i>New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.</i>, :</p> <p>08 Civ. 00312 :</p>	<p>X</p> <p>Master File No. 1:00-1898 MDL 1358 (SAS) M 21-88</p> <p>X</p> <p>CHEVRON DEFENDANTS' OBJECTIONS AND RESPONSES TO PLAINTIFFS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS</p> <p>X</p>
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Defendants Chevron U.S.A. Inc. ("Chevron") Chevron Corporation (f/k/a ChevronTexaco Corporation), Texaco Inc. ("Texaco"), Unocal Corporation ("Unocal"), and Kewanee Industries, Inc. ("Kewanee") (hereinafter collectively referred to as the "Chevron Defendants"), submit the following objections and responses to Plaintiffs' Requests for Production of Documents dated October 11, 2010.

**PRELIMINARY STATEMENT**

Defendants Chevron Corporation, Unocal, and Kewanee did not refine, market, or distribute gasoline to any of the 18 locations Plaintiffs designated as "Focus Sites" in the above-captioned litigation, or anywhere else in New Jersey. Consequently, Chevron Corporation, Unocal, nor Kewanee has information responsive to these Requests.

Chevron has not marketed any gasoline in the relevant geographic area for *New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.* (the "RGA") since 1986, when Chevron sold substantially all of its marketing facilities and assets in the

Northeast, including its legacy Chevron retail stations, and its legacy Gulf Oil Corporation (“Gulf”) retail stations, to Cumberland Farms.

Texaco has not refined or marketed gasoline in the United States since December 1984, when its operating assets were acquired by a subsidiary then known as Texaco Refining and Marketing Inc., n/k/a TRMI-H LLC (“TRMI”). TMRI refined and marketed gasoline in the United States from 1985 until approximately December 1988, when its assets were acquired by Star Enterprise. Neither Texaco nor TRMI has refined, marketed or distributed gasoline in the State of New Jersey or other areas of the United States since December 1988.

In November 2005, Chevron and Texaco entered into a settlement with the New Jersey DEP (the “Settlement”), whereby the DEP received what it acknowledged was payment for 100% of groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State’s groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, leased, affiliated with, and/or operated by Chevron (the “Chevron Sites”),<sup>1</sup> even if such sites were later transferred to a third party. In exchange, the DEP released Chevron and Texaco from all liability for such damages relating to all discharges of any hazardous substances—including petroleum hydrocarbons, oil, oil products and fractions thereof—at all Chevron Sites in New Jersey.

As part of the Settlement, Chevron and Texaco have already provided Plaintiffs with the records it has concerning retail and terminal locations in New Jersey. These documents were also submitted to Plaintiffs on February 9, 2009 as part of the above-referenced litigation (*see* ]

<sup>1</sup> The Settlement also released Chevron and Texaco from liability for such damages at sites owned, leased, affiliated with, and/or operated by the other parties to the Settlement.

Bates Nos. CHEVMDL1358\_NJDEP-C0000000001 through CHEVMDL1358\_NJDEP-C0000000507). Further, in response to CMO #45, CMO #75, and Plaintiffs' First set of Interrogatories, Chevron and Texaco have provided documents (see Bates Nos. CHEVMDL1358\_NJDEP-C0000000519 through CHEVMDL1358\_NJDEP-C0000013451, and CHEVMDL1358\_NJDEP-UTX 0000000001 through 0000000950) and answers regarding their relationship with, and deliveries of gasoline to, retail locations in New Jersey, which would necessarily include the locations now selected as focus sites for this litigation (the "Focus Sites"), if Chevron and/or Texaco had any relationship with them. In other words, answers to the discovery Plaintiffs now seek has already been provided multiple times, and Chevron and Texaco object to the unnecessary and harassing duplication of discovery that Plaintiffs have already conducted.

According to records available to Chevron and Texaco, neither party owned or leased property at any of the Focus Sites. Nevertheless, at least six of the Focus Sites are among those included under the Settlement:

1. Cumberland Farms, Inc. Gulf Service Station #2902 at Route 73 and Vanderveer Street; Site ID 10625;
2. Baker's Waldwick Gulf Service Station #121359 at 49 Franklin Turnpike; Site ID 11126;
3. Getty Service Station # 57207 at 360 Route 9; Site ID 12912;
4. Getty Service Station #56206 at 3710 Route 1; Site ID 6187;
5. Lukoil Service Station # 57715 at 590 Shrewsbury Avenue; Site ID 15204; and
6. 5 Points BP Service Station at 109 Delsea Drive; Site ID 15442.

These Focus Sites were among those that were included in the Settlement because New Jersey DEP had possession of records allegedly implicating one or more of the settling parties with respect to those locations. Although neither Chevron, nor Texaco, nor Kewanee have admitted any connection or liability to these Focus Sites, they agreed in the Settlement to pay an

**REQUEST FOR PRODUCTION NO. 33:** Copies of product codes and product descriptions which identify gasoline products containing MTBE, TBA, ethanol, and/or other oxygenates delivered to and/or marketed at each SITE.

**RESPONSE:** The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

**REQUEST FOR PRODUCTION NO. 34:** All delivery orders, delivery agreements, truck dispatch records, delivery tickets or other documentation relating to the ordering of product for delivery to the gasoline storage system at each SITE.

**RESPONSE:** The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to the delivery of gasoline containing MTBE. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

**REQUEST FOR PRODUCTION NO. 35:** Any and all documents, including but not limited to gasoline supply agreements, which reflect or refer to the suppliers of gasoline which has been stored in underground storage tanks at each SITE.

**RESPONSE:** The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to gasoline containing MTBE. The Chevron Defendants further object to the extent

that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

**REQUEST FOR PRODUCTION NO. 36:** Any and all motor fuel gasoline tax records for the sale of gasoline or gasoline with MTBE and/or TBA at each SITE.

**RESPONSE:** The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

**REQUEST FOR PRODUCTION NO. 37:** Any and all certificates, licenses or permits relating to the storage tanks or dispensing equipment at each SITE.

**RESPONSE:** The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to the "storage tanks or dispensing equipment" of gasoline containing MTBE. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

Respectfully submitted,

Russell D. Workman <sup>By Permission</sup> <sub>DAG</sub>

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**Attorneys for the Chevron Defendants**

**CERTIFICATE OF SERVICE**

I hereby certify that on November 12<sup>th</sup>, 2010, a true, correct, and exact copy of the foregoing document was served on all counsel via LexisNexis File & Serve.

Russell D. Workman <sup>By Permission</sup> <sub>DAG</sub>

Russell D. Workman

# EXHIBIT 9



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

X  
IN RE METHYL TERTIARY BUTYL ETHER : Master File No. 1:00-1898  
PRODUCTS LIABILITY LITIGATION : MDL 1358 (SAS)  
: M 21-88

This document pertains to:

New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al. : DEFENDANT CHEVRON U.S.A. INC.'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' SECOND SET OF INTERROGATORIES TO DEFENDANTS

08 Civ. 00312

Defendant Chevron U.S.A. Inc. ("Chevron"), submits the following objections and responses to Plaintiffs' Second Set of Interrogatories dated October 11, 2010.

**PRELIMINARY STATEMENT**

Chevron has not marketed any gasoline in the relevant geographic area for *New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.* (the "RGA") since 1986, when Chevron sold substantially all of its marketing facilities and assets in the Northeast, including its legacy Chevron retail stations, and its legacy Gulf Oil Corporation ("Gulf") retail stations, to Cumberland Farms. In November 2005, Chevron entered into a settlement with the New Jersey DEP (the "Settlement"), whereby the DEP received what it acknowledged was payment for 100% of groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State's groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, leased, affiliated with,

and/or operated by Chevron (the "Chevron Sites"),<sup>1</sup> even if such sites were later transferred to a third party. In exchange, the DEP released Chevron from all liability for such damages relating to all discharges of any hazardous substances—including petroleum hydrocarbons, oil, oil products and fractions thereof—at all Chevron Sites in New Jersey.

The only Chevron refinery that directly served the New Jersey market was its former facility in Philadelphia, Pennsylvania (the "Philadelphia Refinery"), and prior to the 1986 divestiture, Chevron did not blend any MTBE there. Chevron has no records indicating that any of the gasoline Chevron marketed in New Jersey prior to the 1986 divestiture contained MTBE. After that time, Chevron had no intent to market or distribute gasoline containing MTBE in New Jersey or anywhere else in the Northeast, other than the few specific shipments noted below.

Chevron did not blend MTBE into gasoline at the Philadelphia Refinery until late 1992, when Chevron was required to begin using MTBE as an oxygenate under the federal Wintertime Program. By that time, Chevron had already divested its marketing assets in the Northeast, and thus was itself no longer marketing any gasoline in New Jersey. Between 1992 and 1994, Chevron's records reflect the following sales of gasoline containing MTBE into New Jersey:

1992	1,953,275 bbls
1993	5,955,947 bbls
1994	2,546,976 bbls

Chevron sold the Philadelphia Refinery in August 1994. Since then, Chevron has not manufactured gasoline containing MTBE in the Northeast, and has no information that it has sold any gasoline containing MTBE in New Jersey.

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<sup>1</sup> The Settlement also released Chevron from liability for such damages at sites owned, leased, affiliated with, and/or operated by the other parties to the Settlement: Kewanee Industries, Inc. ("Kewanee"), Texaco Downstream Properties, Inc., and Texaco Inc ("Texaco").

Chevron also blended MTBE at its Pascagoula, Mississippi refinery on various occasions between approximately 1986 and 2001, and at its Port Arthur, Texas refinery on various occasions between approximately 1981 and February 1995, when that refinery was sold. To the best of Chevron's knowledge, however, neither the Pascagoula nor Port Arthur refineries directly served New Jersey. Chevron has no knowledge or record of any transaction whereby gasoline containing MTBE blended at the Pascagoula or Port Arthur refineries was sold or distributed in New Jersey. By February 1995, however, Chevron no longer owned the Port Arthur Refinery, and with the exception of six test batches totaling 362,623 barrels produced between November 3, 1994 and December 1, 1994—none of which Chevron has any record were transported to New Jersey—Chevron never produced reformulated gasoline (“RFG”) at the Pascagoula Refinery. Because all 21 New Jersey counties were either mandatory or opt-in RFG-only areas, from early 1995 forward Chevron-produced gasoline containing MTBE could not have been sold or distributed in New Jersey.

As part of the Settlement, Chevron has already provided Plaintiffs with the records it has concerning retail and terminal locations in New Jersey. These documents were also submitted to Plaintiffs on February 9, 2009 as part of the above-referenced litigation (*see* Bates Nos. CHEVMDL1358\_NJDEP-C0000000001 through CHEVMDL1358\_NJDEP-C0000000507). Further, in response to CMO #45, CMO #75, and Plaintiffs' First set of Interrogatories, Chevron has provided documents (*see* Bates Nos. CHEVMDL1358\_NJDEP-C0000000519 through CHEVMDL1358\_NJDEP-C0000013451) and answers regarding its relationship with, and deliveries of gasoline to, retail locations in New Jersey, which would necessarily include the locations now selected as focus sites for this litigation (the “Focus Sites”). In other words, answers to the discovery Plaintiffs now seek has already been provided multiple times, and

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous.

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of owning underground storage tanks at any of the Focus Sites during the relevant time period.

**INTERROGATORY NO. 4:** Identify each SITE where you ever entered into an agreement to supply gasoline to that SITE during the time period January 1, 1979, to the present.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this request is duplicative in that it seeks information already supplied by Chevron or otherwise in Plaintiffs' possession. Chevron further objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of entering into any agreement to supply gasoline at any of the Focus Sites during the relevant time period.

**INTERROGATORY NO. 5:** Identify each SITE that ever sold your brand of gasoline during the time period January 1, 1979, to the present, and the inclusive dates of such sales.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any

act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of Chevron-branded gasoline being sold at any of the Focus Sites during the relevant time period.

**INTERROGATORY NO. 6:** For each SITE, state whether your brand of gasoline was sold at the SITE with your knowledge and permission.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its response to Interrogatory No. 5.

**INTERROGATORY NO. 7:** Identify the person(s) you employed who are the most knowledgeable concerning the SITE during the time period January 1, 1979, to the present.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects to the extent that this interrogatory seeks information protected from disclosure

**INTERROGATORY NO. 10:** If your branded gasoline containing MTBE or TBA was delivered to any SITE, at any time between January 1, 1979, to the present, describe fully and completely the movement of gasoline from the refinery to each SITE, including but not limited to a full and complete description of each transportation step.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects that this Interrogatory is vague and/or overbroad in that it does not identify whose deliveries are in question, and Chevron will respond to this Interrogatory as though it refers to deliveries by Chevron.

Chevron incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its responses to Interrogatory Nos. 5 and 6.

**INTERROGATORY NO. 11:** If your gasoline containing MTBE or TBA was delivered to any SITE at any time during the time period January 1, 1979, to the present, identify each type of document created for each step in the transportation and delivery of your gasoline to the SITE.

**RESPONSE:**

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects that this Interrogatory is vague and/or overbroad in that it does not identify whose deliveries are in question, and Chevron will respond to this Interrogatory as though it refers to deliveries by Chevron.

Chevron incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its responses to Interrogatory Nos. 5 and 6.

**INTERROGATORY NO. 12:** For each SITE that sold your gasoline:

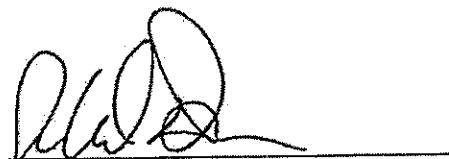
- a. Identify the date(s) MTBE and/or TBA gasoline was released;
- b. Please provide your best estimate of the amount(s) of MTBE and/or TBA gasoline released;

further objects that this Interrogatory assumes facts that are not in evidence, namely that Chevron installed any storage tanks, containment systems, spill buckets, and/or leak detection equipment at any of the Focus Sites.

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron refers to its responses to Interrogatory Nos. 1 through 3. Because Chevron did not own or lease any of the Focus Sites, nor own any USTs at any of the Focus Sites, nor have any sales relationship with any of the Focus Sites, Chevron would not have been in any position to install any storage tanks, containment systems, spill buckets, or leak detection equipment, nor would Chevron have had any responsibility for doing so.

Respectfully submitted,

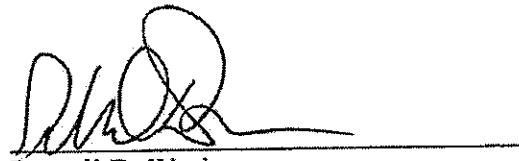


Robert E. Meadows  
Charles C. Correll, Jr.  
Russell D. Workman  
KING & SPALDING LLP  
1100 Louisiana, Suite 4000  
Houston, Texas 77002  
Telephone: (713) 751-3200  
Facsimile: (713) 751-3290

**Attorneys for Chevron U.S.A. Inc.**

**CERTIFICATE OF SERVICE**

I hereby certify that on November 11, 2010, a true, correct, and exact copy of the foregoing document was served on all counsel via LexisNexis File & Serve.

  
Russell D. Workman

**VERIFICATION**

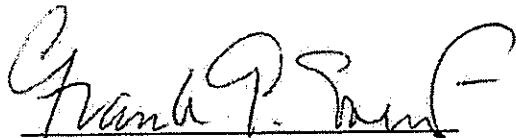
I, Frank G. Soler, declare and state:

That I am Assistant Secretary of Chevron U.S.A. Inc. ("Chevron"), and I am authorized to make this verification for and on the behalf of Chevron, and I make this verification for that reason.

I have read the foregoing Responses of Chevron to Plaintiffs' Second of Interrogatories to Defendants in *New Jersey Department of Environmental Protection, et al., v. Atlantic Richfield Co., et al.*, 08 Civ. 00312. I am informed and believe that the matters stated therein are true and on that ground allege that the matters stated therein are true. I do not believe that any one person employed by Chevron knows all of the matters stated therein, and therefore these responses were prepared with the assistance and advice of representatives of, and counsel for, said Chevron upon whose assistance and advice I have relied. These responses are limited by the records and information still in existence, presently recollected and thus far discovered in the course of preparation of these responses. Chevron reserves the right to change or supplement said responses, or to apply for relief to permit insertion of unintentionally omitted matter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Ramon, California, this 9th day of November, 2010.



Frank G. Soler, Assistant Secretary

# EXHIBIT 10

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE") Master File No. 1:00-1898  
Products Liability Litigation MDL 1358 (SAS)  
M21-88

**This Document Relates to:**

*New Jersey Department of Environmental Protection*  
v.  
*Atlantic Richfield Co., et al.,*  
No. 04 Civ. 04973 (SAS)

# **Expert Generic Report of Marcel Moreau**

Marcel Moreau Associates

Portland, Maine

Marcel Moreau

September 13, 2012

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SECTION I

Leaks from suction pumping systems are often self-limiting. If the piping is not tight, the problem is generally noticed because air is drawn into the piping, and the pump functions erratically. The advent of the submersible pump, however, changed this picture dramatically. With the pump inside the tank instead of inside the dispenser, and the piping operating under positive rather than negative pressure, even large leaks in the piping do not affect the operation of the dispensing system. To this day, leaks in pressurized pumping systems account for the great majority of substantial subsurface product releases.

Whether the fuel is moved via suction or pressure, dispensers contain numerous fuel handling components such as meters, filters, strainers, solenoid valves, and unions that include mating surfaces sealed by various gaskets and seals and held together with bolts and screws. These components are frequent sources of leaks, and contamination beneath dispensers is commonplace. As Glen Marshall, Shell's storage system engineer noted at a symposium in 1996, "We found that each tank fill connection, submerged turbine, and under every single island pump or dispenser was a leak source that required containment."<sup>20</sup>



### Maintenance

In addition to leaks from piping-system components, maintenance activities such as replacing fuel filters or repairing pumps can release product into the environment, especially in the absence of secondary containment. Though the volumes spilled are generally small, ranging from quarts to a few gallons, these volumes can be sufficient to produce soil and groundwater contamination if MtBE is present in the gasoline (see Section IV). Because even small releases of gasoline containing MtBE can have big consequences, maintenance personnel must be aware of the different handling characteristics of gasoline containing MtBE and be much more fastidious when servicing equipment in order to prevent releases and protect the environment.

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<sup>20</sup> "Spill and Leak Prevention Practices at Retail Sites," presentation by Glen Marshall of Shell at "An Environmental Symposium on MtBE," August 31, 1996.

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### SECTION III

portions of storage systems, vacuum-assisted Stage II vapor recovery systems that pressurized tanks (leading to increased vapor leaks from leaky vapor piping and tank top fittings), and poor maintenance practices (especially when combined with single-wall storage systems).<sup>146</sup>

**May 1998 – Shell Employee States the “Bubba Factor” is the Achilles Heel of Storage Systems**

In 1998, Curtis Stanley was notified by API of a study being initiated by the Santa Clara Valley Water Authority.<sup>147</sup> One aspect of the Santa Clara study was to investigate the occurrence of MtBE at facilities that met the 1998 upgrade requirements. In an e-mail to Glen Marshall, Stanley indicated that he had urged API to “...evaluate existing [storage tank] systems and new system design, installation and operations. I already have a good idea of what Santa Clara is going to find and if the industry isn’t ready with an adequate response/solution, we are all going to look bad.”<sup>148</sup> In response to Stanley’s e-mail, Glen Marshall stated that the “‘Achilles Heel’ of [storage tank] systems has always been the ‘Bubba factor’ ...the best intentions of hardware manufacturers and designers being ultimately defeated by poor installation and maintenance practices.”<sup>149</sup>

**December 22, 1998 – The Federal Tank-Upgrading Deadline**

EPA regulations that went into effect on December 22, 1988, established a ten-year timeline for upgrading the nation’s UST systems with corrosion protection, spill containment, and overfill prevention. The deadline for adding these three components to UST systems already in service in 1988 was December 22, 1998.<sup>150</sup>

As predicted in the *TulsaLetter* in 1994,<sup>151</sup> a great many tank owners opted to wait until the last minute to upgrade their storage systems. California authorities estimated that only 52 percent of approximately 60,000 active UST facilities in California had been

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<sup>146</sup> Ibid.

<sup>147</sup> Untitled e-mail chain involving Judy Shaw (API), C. Stanley and G. Marshall, May 29, 1998.

<sup>148</sup> Ibid.

<sup>149</sup> Ibid.

<sup>150</sup> 40 CFR 280.21

<sup>151</sup> “Let’s take a brief look at the prospects...” *TulsaLetter*, August 31, 1994, p. 1.

## SECTION V

spills and releases on a monthly basis.<sup>500</sup> By the end of August 1994, the data showed that only 5.1 gallons of gasoline had been spilled per million gallons of gasoline dispensed.<sup>501</sup> A review of the data, however, indicates that the smallest spill recorded was 25 gallons. API studies documented that minuscule customer spills on the order of drops of gasoline would total over 50 gallons spilled for every million gallons dispensed.<sup>502</sup> Anyone familiar with gas station operations would also be aware that small gasoline spills—of cups to quarts—are relatively frequent events. It is evident that the intent of this program was to track significant spills and the program did not consider the much more frequent, though much smaller spills, that are common occurrences at typical gas stations.

Personnel within Amoco who were more familiar with actual gas station practices were able to assess the situation more accurately:

Why is it that we find most of our [contamination] problems only after we go looking for them (monitor wells, etc.)? It is because those that are closest to the site may not be reporting spills, releases,...etc. Why do we have contamination around the fill ports? From what I hear the drivers didn't do it...they never spill a drop. Well, if not them, then who? I think with everyone afraid of having the finger pointed at them, we will be hard pressed to find many examples of negligence on the part of the dealer, engineer, or contractor. What we have are results. And the results show that most of our sites have contamination that was found only after we installed monitor wells as part of a divestiture.<sup>503</sup>

Another Amoco document cited an internal study that estimated 70 percent of new service stations less than 5 years old had groundwater contamination.<sup>504</sup> Clearly the traditional admonition not to spill “any” fuel was not having the desired effect.

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<sup>500</sup> “Monthly Spill and Release Status,” internal BP memo to Site Managers and ProCare Managers, September 6, 1994.

<sup>501</sup> Ibid.

<sup>502</sup> *A Survey and Analysis of Liquid Gasoline Released to the Environment During Vehicle Refueling at Service Stations*, API Publication No. 4498, June 1989. Assuming conventional, non-Stage II nozzles.

<sup>503</sup> Internal Amoco e-mail to Bill Hall from J. T. Schaeffer, August 23, 1996, in response to a request for examples of negligent behavior leading to remediation expense.

<sup>504</sup> “MTBE cost draft letter for your review and comment,” internal Amoco facsimile correspondence to Ron Stahl from Minoo Javanmardian, July 30, 1993, p. 4.

# EXHIBIT 11



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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IN RE: METHYL TERTIARY BUTYL ETHER ("MTBE") PRODUCTS LIABILITY LITIGATION	Master File No.	1:00-1898
	MDL	1358 (SAS)
	M21-88	

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This document relates to:

*New Jersey Department of Environmental  
Protection, et al.*

v.

*Atlantic Richfield Co., et al.,  
Case No. 08-CIV-00312 : (SAS)*

**PLAINTIFFS' AMENDED NOTICE  
OF DEPOSITION OF MICHAEL  
COSTELLO WITH PRODUCTION  
OF DOCUMENTS AND  
VIDEOTAPING**

**TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:**

**PLEASE TAKE NOTICE** that plaintiffs will take the oral deposition of Michael Costello on July 20, 2011, beginning at 9:30 a.m. at the New Jersey Gasoline-C-Store Automotive Association, 66 Morris Ave., Springfield, NJ 07081. Deponent is believed to be associated with Skyline Service Center, 236 Skyline Drive, Ringwood Borough, New Jersey 07456. The deposition will continue from day to day, weekends and holidays excepted, until completed.

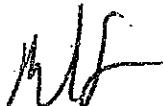
The deposition will be recorded stenographically and on videotape. This deposition may be used as evidence at trial.

The deponent is not a party to this action. So far as known to the deposing party, the deponent's address and telephone number are as follows: Michael Costello- 236 Skyline Drive, Ringwood Borough, New Jersey 07456, (973) 962-4667. Said deponent is being served with a



deposition subpoena. Copies of the deposition subpoena are attached hereto and served herewith.

Date: June 23, 2011

By 

Michael Steeves  
Miller, Axline & Sawyer  
1050 Fulton Avenue, Suite 100  
Sacramento, CA 95825  
Telephone (916) 488-6688  
Attorneys for Plaintiff

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action

## UNITED STATES DISTRICT COURT

for the

District of New Jersey

New Jersey Dept. of Environmental Protection, et al.	)	
Plaintiff	)	Civil Action No. 08 Civ. 00312 (SAS); MDL 1358
v.	)	
Atlantic Richfield Co., et al.	)	(If the action is pending in another district, state where:
Defendant	)	Southern District of New York )

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To: Michael Costello  
236 Skyline Drive, Ringwood Borough, New Jersey 07456

**Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

See Attachment

Place: New Jersey Gasoline-C-Store Automotive Association 66 Morris Ave. Springfield, NJ 07081	Date and Time: 07/20/2011 9:30 am
--	--------------------------------------

The deposition will be recorded by this method: stenographically and by videotape

**Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

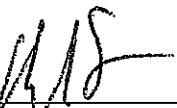
See Attachment

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

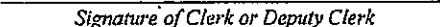
Date: 06/23/2011

CLERK OF COURT

OR



Attorney's signature



The name, address, e-mail, and telephone number of the attorney representing (*name of party*) New Jersey Department of Environmental Protection, who issues or requests this subpoena, are:

Michael Steeves, MILLER, AXLINE & SAWYER, 1050 Fulton Avenue, Suite 100, Sacramento, CA 95825  
(916-488-6688); msteeves@toxic torts.org

**Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)****(c) Protecting a Person Subject to a Subpoena.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) *Contempt.* The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

ATTACHMENT

DEFINITIONS

1. "DOCUMENT" or "DOCUMENTS" are defined to include any and all manner of electronic, written, typed, printed, reproduced, filmed or recorded material, and all photographs, pictures, plans, drawings, or other representations of any kind of anything pertaining, describing, or concerning, directly or indirectly, in whole or in part, the subject matter of each designated issue and request, and document(s) includes, without limitation,
  - a. papers, books, journals, handbooks, manuals, ledgers, statements, memoranda, reports, invoices, worksheets, spreadsheets, work papers, notes, transcription of notes, letters, correspondence, abstracts, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, lists, logs, publications, advertisements, instructions, minutes, orders, messages, résumés, summaries, agreements, contracts, telegrams, telexes, cables, recordings, electronic mail, audio tapes, transcriptions of tapes or recordings, or any other writings or tangible things in which any forms of communication are recorded or reproduced, as well as all notations on the foregoing; and
  - b. original and all other copies not absolutely identical; and
  - c. all drafts and notes (whether typed or handwritten or otherwise) made or prepared in connection with each such document, whether used or not.
2. "JOBBER" means any company who delivered gasoline to your STATION.
3. "RELEVANT TIME PERIOD" means the period from January 1, 1979 to January

1, 2009.

4. "STATION" means Skyline Service Center, 236 Skyline Drive, Ringwood Borough, New Jersey 07456.

**Request for Production of Documents**

1. All invoices for any shipments, deliveries, or receipts of gasoline to the STATION during the RELEVANT TIME PERIOD.
2. All Bills of Lading for any shipments, deliveries, or receipts of gasoline to the STATION during the RELEVANT TIME PERIOD.
3. All Highway Transportation Receipts which mention, concern, or refer to any delivery of gasoline to the STATION during the RELEVANT TIME PERIOD.
4. All Freight Bills or Shipping Orders which mention, concern, or refer to any delivery of gasoline to the STATION during the RELEVANT TIME PERIOD.
5. All DOCUMENTS which mention, concern, or refer to the supplier of gasoline which was delivered to the STATION during the RELEVANT TIME PERIOD.
6. All DOCUMENTS which mention, concern, or refer to any agreement to supply gasoline to the STATION during the RELEVANT TIME PERIOD.
7. All DOCUMENTS which mention, concern, or refer to the refiner of gasoline which was delivered to the STATION during the RELEVANT TIME PERIOD.
8. All DOCUMENTS which mention, concern, or refer to access to terminals from which gasoline was lifted to supply the STATION at any time during the RELEVANT TIME PERIOD.
9. All license agreements for the property and/or buildings located at the STATION during the RELEVANT TIME PERIOD.

10. All lease agreements for the property and/or buildings located at the STATION during the RELEVANT TIME PERIOD.
11. All DOCUMENTS which mention, concern, or refer to prior owners of the STATION or prior owners of the real property on which the STATION is located.
12. All gasoline sales tax receipts for gasoline sold from, delivered to, shipped to, or received at the STATION during the RELEVANT TIME PERIOD.
13. All correspondence or other DOCUMENTS from any petroleum refiner, manufacturer, supplier, distributor, or marketer during the RELEVANT TIME PERIOD.
14. All DOCUMENTS, including, without limitation, correspondence from or agreements with any JOBBER regarding the STATION during the RELEVANT TIME PERIOD.
15. All DOCUMENTS which mention, concern, or refer to any and all records from any leak detector, leak sensor, vapor sensor, or electronic alarm system, including but not limited to printouts, logs, electronic records, or reports indicating the alarm or sensor was activated or actuated at the STATION during the RELEVANT TIME PERIOD.
16. All DOCUMENTS which mention, concern, or refer to any and all gasoline inventory reconciliation, analysis, or automatic tank gauging performed by any employees, personnel, or contractors for the STATION during the RELEVANT TIME PERIOD.
17. All DOCUMENTS, including, without limitation, any reports or notices sent to or received from any regulatory agency disclosing that gasoline has been released at the STATION during the RELEVANT TIME PERIOD.
18. All DOCUMENTS which mention, concern, or refer to specifications for underground tanks, product piping, pumps, valves, unions, meters, flex joints, swing joints, drop fills, overfill prevention devices, overspill containment, or any secondary containment equipment

used or installed at the STATION during the RELEVANT TIME PERIOD.

19. All DOCUMENTS which mention, concern, or refer to the purchase, acquisition, delivery, and installation of underground tanks, product piping, pumps, valves, unions, meters, flex joints, swing joints, drop fills, overfill prevention devices, overspill containment, or any secondary containment equipment used or installed at the STATION during the RELEVANT TIME PERIOD.

20. All DOCUMENTS which mention, concern, or refer to installation certifications for any equipment installed at the STATION during the RELEVANT TIME PERIOD including, without limitation, underground storage tanks, product piping, pumps, valves, unions, drop fills, overfill prevention devices, or overspill containment equipment.

21. All DOCUMENTS which mention, concern, or refer to post-installation inspection reports or integrity test results for any and all equipment for storing, transporting, transferring, or dispensing gasoline or other motor fuels at the STATION during the RELEVANT TIME PERIOD .

22. All DOCUMENTS which mention, concern, or refer to "as built" drawings for the STATION during the RELEVANT TIME PERIOD, including, without limitation, drawings of the location, design, or installation of any equipment or appurtenances at the STATION such as bay drains, dry wells, oil-water separators, "jensen boxes," underground sand filtration galleries, sand filters, cesspools, septic tanks, perimeter drains, canopy drains, tanks, product lines, pumps, dispensers, or any onsite storm water control facility.

23. All DOCUMENTS which mention, concern, or refer to evaluations, training, or reprimands for employees operating the STATION during the RELEVANT TIME PERIOD.

24. All DOCUMENTS which mention, concern, or refer to notices, warnings, product

information, bulletins, newspapers, magazines, newsletters or any other publications distributed to employees at the STATION during the RELEVANT TIME PERIOD that related to leaks, spills, or other releases of motor fuel or gasoline.

25. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION during the RELEVANT TIME PERIOD regarding the procedure(s) for notification of any person or entity, including government agencies, in connection with leaks, spills, or other releases of motor fuel or gasoline at the STATION.

26. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION relating to actions to be taken to contain, absorb, clean up, or remediate leaks, spills, or other releases of motor fuel or gasoline at the STATION during the RELEVANT TIME PERIOD.

27. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION relating to the procedure(s) for inventory measurement, inventory record keeping, or inventory reconciliation to detect potential leaks, spills, or releases from the underground storage tank system at the STATION during the RELEVANT TIME PERIOD.

28. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION during the RELEVANT TIME PERIOD concerning notification to any person or entity, including government agencies, of gasoline inventory discrepancies, inventory variations, or any other indication of a potential leak, spill, or release from the gasoline storage and dispensing system at the STATION.

# EXHIBIT 12

-1997-

			1997	Purchases	
Jan	< 9304 >	59211			
Feb	< 8868 >	59511	138722		
Mar	< 14019 >	88014	246737		
Apr	< 18877 >	57961	334698		
May	< 36499 >	79198	413896		
June	< 27479 >	57544	510943		
July	< 45161 >	79202	590142		
Aug	< 36297 >	88019	678161		
Sept	< 45420 >	79202	757363		
OCTOBER 1 - 1997	Transferred	6150			
Oct			137502		
Nov			119300		
Dec			127609		
JAN			1142264		
FEB					
MAR					
APR					
MAY					
JUN					
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DEC					
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JUN					



SKYLINE001918

SAC Nationality 35-608

	Entered	Date
	Prepared By	
	Approved By	

## Texas Purchases - Standard Price - Month

	Contract	10/40	To 10/57	Purchases	1991	1992
1	JAN	6	611000		7	611600
2	FEB	8	68000	110000	X	44000
3	MAR	9	76500	163500	811500	176200
4	APR	8	68000	163500	811600	246600
5	MAY	9	76500	340000	731400	308400
6	JUN	9	76500	416500	746500	370000
7	JULY	8	68000	484500	844100	440400
8	AUG	9	76500	561000	855100	510900
9	SEPT	6	51000	614000	732500	5172500
10	OCT	6	52800	1114800	733700	634100
11	NOV	8	70400	733200	833950	692700
12	DEC	8+ Jan	73400	805600	870700	766400
13						
14						
15						
16	JAN	7	611700			1994
17	FEB	8	69300	131000	27200	79300
18	MAR	9	61500	192100	62500	96800
19	APR	8	70400	262900	80200	343100
20	MAY	9	79200	342100	97700	439800
21	JUN	9	87900	432000	115400	545400
22	JULY	10	87000	51700	116600	88200
23	AUG	9	79600	587600	142700	96300
24	SEPT	10	88000	674600	141100	86900
25	OCT	9	79200	734800	159200	96800
26	NOV	10	88000	842800	156900	85700
27	DEC	10	87800	930600	148900	100800
28						
29	JAN	4	504 + 44000 (4 Loads)	- 1995 -		1996 -
30	JAN	9	1000	88000	619	88519
31	FEB	11	17800	88000	176000	79071
32	MAR	9	9000	88000	264000	92166
33	APR	12	17600	97000	362260	92519
34	MAY	21	720	101320	461580	96572
35	JUN	21	340	105210	566750	85024
36	JULY	21	190	88000	655190	10947
37	AUG	30	440	105600	760790	14632
38	SEPT	37%	31590	88000	848790	146007
39	OCT	37%	31570	97600	946570	82117
40	NOV	+ 35%	34870	88000	103470	861128
	DEC	+ 35%	26670	92800	10370	871256

SKYLINE001919

		2012 Sales						
		1997						
		JAN	FEB	MAR	APR	MAY	JUN	
1		11427	14251	14143	2102	21597	2157	
2		2148		2525	3218	12309		
3			2386	2523	2711	2870		
4		17625	2497	2323		3920		
5		23461	3665	3627	87116	105147	12658	
6		11173	2143	2937	17311	21656	12658	
7		2540				2244		
8		2471			2838	13685	88319	
9		4217	6573	81934	1555	2354	2858	
10		2553	2401	32921	3657	4671	2627	
11		7513	2010	2127		30458	4113	
12		30324	3431	3546	8726	2737	2837	
13		2581	3020	3171	2926	2756		
14		2731			385038		9431	
15		3932	17422	7597	2638	2769	2984	
16		2124	2651	2664	3698	3485	2733	
17			42413	67100	2352	8326	2795	
18			2027	2925		2806	3637	
19				2451		20496	2862	
20		26458	3465	3393	2244	5074	4594	
21		30312			2352		3013	
22		26934	2412	3201	57421			
23		2556			2536	3858	4594	
24		3933	7810	6377	2659	3708	46492	
25		2540	3135	2705	3535		2834	
26			46259	62137	2573		2456	
27			2424	2676		9332	3643	
28		17610	23911	2499			2772	
29		2675		3291	3726	2146		
30		3184	2137	2822	5637	2842		
31		1531	4204		1785	1794	2793	
32		3638		8304	4785	2569	3611	
33		2519			3448	87382	3680	
34			3802	2586		6729		
35								
36								
37								
38		Month	1997	64510	75066	84750	87291	90280
39		YTD		159816	244566	330627	417981	508261
40		MM	1996	83837	82476	89357	98582	92070
		YTD		166213	255670	348041	416663	538719

SKYLINE001920

Aetna National 35-C06

Policy Sales

Prepared By

Approved By

1997

		July 2743	Aug. 2870	Sept. 2770	Oct. 2872	Nov. 3015	Dec. 2831		
1		2,29,71		1,33,9	3,24,71		3,9,24	1	
2		3,7,8,8	3,7,1	2,3,2,4	3,5,3,5	6,7,6,4	4,3,18	2	
3		3,1,5,0	1,8,1,4,21	3,1,0,7		4,4,7,2	4,8,7,3	3	
4			2,6,5,6	2,1,4,3	1,1,8,5,1	4,1,9,6	4,2,4,4	4	
5		4,3,9,4	2,0,7,21		1,8,6,3,3	5,0,1		5	
6		(2,6,6,5)	3,5,4,9	1,7,2,8,1	3,8,8,9	4,1,3,9	1,2,2,5,3	6	
7		1,5,2,7,9	2,4,7,1	(2,3,8,4)	3,7,8,2		2,9,6,1,2	7	
8		2,7,8,5		1,6,7,3,4	4,7,3,0	1,1,0,8,2	4,3,3,2	8	
9		(1,0,2)	9,4,1,6	3,2,9,4	4,4,3,1	3,0,1,7,4	3,9,4,0	9	
10		3,3,5,6		2,0,0,8		3,0,3,0	4,2,8,8	10	
11		3,0,7,6	(2,5,5,2)	3,1,6,5			3,9,0,6	11	
12			2,8,5,1,5	2,4,1,0	1,3,5,0,3	3,8,4,9		12	
13		2,4,9,0			(4,0,8,1)	4,9,6,5		13	
14		1,8,4,8,3	1,1,0,5		1,4,9,7,1	4,7,3,9	1,1,4,6,4	14	
15		(1,0,2)	3,4,1,2	1,7,2,9,3			4,1,1,0	15	
16		3,5,9,4,0		1,4,3,7,1			4,1,0,7	16	
17		2,8,9,3	2,4,8,5	2,1,1,4	4,9,4,7		6,4,1,1,3	17	
18		2,4,3,4		2,5,1,2	4,6,9,2	1,0,9,0,6	3,8,6,1,1	18	
19		3,8,5,8	7,3,4,3	2,1,1,4	4,9,4,7		3,8,6,1,1	19	
20		2,6,0,3	(2,9,3,3)	3,9,8,3	1,0,1,4,0		4,9,6,0	20	
21		4,1,6,4,0	2,6,8,5	2,0,8,7	(1,2,2,1)		3,5,7,4	21	
22		2,5,1,1	2,2,6,4	(2,4,3)	1,4,7,0,9		3,7,8,2	22	
23		1,5,7,6		3,1,2,5	1,1,6,9,7	-1,1,3,1,0,3	4,7,3,3	23	
24		3,7,3,8	6,1,1,4	2,0,8,3	5,3,2,0	(1,2,1,0,2)	3,1,7,1	24	
25		2,2,7,0	(2,2,1,7)	3,0,0,7	(4,2,1)	4,7,1,6		25	
26		2,3,1,0	2,3,6,9	1,0,1,2	1,1,2,4,9,4	1,4,6,9,7	4,8,2,3	26	
27		1,8,6,2,1	2,3,9,3		1,2,2,5,0	6,5,3,9		27	
28		(2,8,2,0)	3,5,2,3	7,3,4,2	5,0,2,5	(1,0,0,8)	1,0,0,4,8	28	
29		1,5,3,5,2	3,4,8,7	(1,2,4,2)	1,4,9,3,5		1,0,8,3,6,6	29	
30		2,7,4,5		6,7,9,1,3	2,0,5,1,1	1,1,5,9,6	1,2,8,3,3	30	
31		2,6,4,0		2,2,4,2	1,4,5,1,8		2,2,8,5	31	
32		3,4,1,2	7,8,4,8	2,1,0,8			4,6,9,3	32	
33		2,8,1,6			2,9,1,0			33	
34						3,9,0,4,9, Month		34	
35		(2,8,4,5)	(3,7,0,4)	(2,1,0,9)	(1,4,4,6,9)	(1,4,2,0,7)	(1,3,8,7,7)	35	
36						1,0,0,5,8		36	
37						1,0,0,5,8		37	
38	Month	1997	83,18,0	8,3,8,1,1	7,2,2,6,3	1,3,7,9,1,7	1,0,2,0,0,0	1,3,0,1,7,7	38
39	YTD		5,9,6,4,11	6,8,0,2,5,2	7,5,2,5,1,5	3,9,10,4,3,2	1,0,1,7,4,3,2	1,3,1,6,0,9	39
40	Month	1996	82,0,3,8	8,8,5,5,8	8,4,0,0,7,0	5,1,8,1,1,7			40
	YTD		6,7,2,6,0,4	7,1,1,7,6,2	8,4,0,0,7,0	9,3,2,0,9,6			

SKYLINE001921

## Monthly Gas Reconciliation 1992

	Initials	Date
Approved by		
Prepared by		

	1	2	3	4	5	6
	Jan	Feb	Mar	Apr	May	June
1 Beginning Inventory	12203	71601	11561	14796	16479	78341
2 Additions	79211	79511	88011	88141	79198	97044
3 Advances	91004	86671	99571	102937	95417	104878
4 Ending Stock Inventory	71601	71561	14796	16229	1834	14050
5 Stock Sales	84744	78110	85779	86668	87643	901818
6 Merch Sales	84810	785006	87750	86121	87294	90280
7 Variations (or (res))	56	<404>	<297>	<377>	<349>	<448>
8						
9						
10	JUL	AUG	SEPT	OCT	NOV	DEC
11 Beg. Inventory	14050	4630	8377	7450	6165	4379
12 Additions	79202	86901	69641	Months	758357	126218
13 Advances	932521	91337	78018		264522	133497
14 Ending Stock	46301	8377	6165		4379	12223
15 Stock Sales	882321	82954	71853		260143	121372
16 Merch Sales	88180	83811	72263		259917	120117
17 Variations	<642>	857	410		<226>	<1195>
18						
19						
20 Monthly Variations	Montly	Consecutive				
21 Jan	56					
22 Feb	<104>	<482>				
23 Mar	<297>	<77>				
24 Apr	<377>	<614>				
25 May	<249>	<963>				
26 Jun	<348>	<1511>				
27 Jul	<642>	<2153>				
28 Aug	857	<1296>				
29 Sep	410	<286>				
30 Oct	<236>	<1114>				
31 Nov						
32 Dec	<1195>	<2307>				
33						
34						
35						
36						
37						
38						
39						
40						

		Gallon totals Daily					
		1998					
		Jan	Feb	Mar	April	May	June
1		1353	21600	2030	2945		3580
2			3130	2687	3060	8330	1990
3		10978	3134	2624	1910	1777	3663
4		10331	3104	3422	2955	2955	2677
5		3307	2670	2716	1728	2853	
6		3440	(3013)	1062	12758	3254	8742
7		4371	95747	1062	3634	2721	206172
8		3285	24345	3118	32301	2721	2657
9				3151	2909	8358	2640
10		10044	3152	2753	2803	2503	3303
11		(3344)	3543	4048	3205	2470	2614
12		36778	2946	2846	2810	3126	
13		4075		(2853)	35039	3150	8488
14		2664		2853	2629	2957	20614
15		4884	9047	8156	2261	2957	20614
16		2951	(3610)	1046	3696	2236	2236
17		46255	46255	2557	2662	9400	2637
18		7814	3584	2805		(2658)	3418
19		(32873)	2746	2805	8745	4545	
20		3416	3537	3529	3139	3139	3271
21		3158	2913	2872	35027	3249	
22		3202			2973	3939	9288
23		4415	8271	8167	2847	2981	(2652)
24		4306	(3610)	(2848)	3509	67194	12690
25		8557	7032	2019	2856	2895	2895
26		2620	2620	2500		96556	3911
27		3245	3285	3285	38353	(7) 0843	2993
28		2946	2961	2483	72697	73115	
29		13437			3057	3522	18586
30		3611	7080	8062	2815	3517	(5974)
31		3267		8267	3653		18123
32		91445		3304	2747	9026	12192
33		12273		2720			
34		(3317)	(3063)	(2860)	(2732)	(2638)	
35		Maxim	1998	102813	85483	87969	88701
36		YTD		198215	276944	364913	514688
37		Month	1997	84910	160016	181131	19280
38		YTD		119816	244566	330627	508261
39							
40							

SKYLINE001923

1998					
	Jan	Feb	Mar	Apr	May
1	3940	2529	2561	2157	2852
2	3100	4932	2977	2697	3847
3		2858	2687	3723	2920
4	7448	2738	2650	3393	
5	(2648)	3706	17506	2931	5980
6	14488		(367)	1732	(1351)
7	2704	2718	2649	3120	15478
8	2925		1545	2998	3362
9	3516	8814	2777	22194	3143
10	3029	(2872)	2970	2294	3934
11	73846	3036	2448	18052	3557
12	8541	3890		3267	
13	(2443)	3768	8437	31354	9237
14	31313	2506	(2605)	2666	(13215)
15	5311		23573	3040	41831
16	3695	8464	2649	8434	3493
17	2882	(2910)		2844	3111
18		467110	161126	(28230)	3767
19	8956	2587		49013	
20	(2981)	3023	8382	2782	3506
21	2805	2810	(1705)	2429	3592
22	2505		14128	2768	9298
23	35110	7770	2619		64631
24	3003	(2850)	3785	3495	3309
25	65075	2436	2996	69343	4630
26	2815	2397		2685	Closed 80104
27	(2442)	3342	5415	2488	5394
28	2495	2502	(11772)	13366	8924
29	2435		14801	3053	8460
30	3442	7712	2759	2402	2969
31	2399		3325	6693	2820
32	3593	2664		6693	4738
33	(2841)	(2798)	(12792)	(2404)	(2581)
34	Month	1998			
35	YTD	91160	86724	90030	98366
36	Month	1997	435848	722372	86360
37	YTD	88186	83811	72263	932792
38		1996241	680252	137917	1021243
39			752512	870432	1132609
40					

SKYLINE001924

National® Brand		45-806 Eye-Ease®	45-806 2-Pack	Made in USA	PURCHASES 1998 vs 1997		Initials	Date	
					Prepared By				
					Approved By				
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				
7					7				
8					8				
9					9				
10					10				
11					11				
12					12				
13					13				
14					14				
15	mo.	103305	81004	649946	63495	815010	93509	15	
16	1998	4TD	103305	813305	248303	361500	446810	540319	16
17	mon		792111	795111	55014	570111	79103	57044	17
18	1997	4TD		118722	246727	334658	413396	512940	18
19									19
20									20
21									21
22									22
23									23
24									24
25									25
26									26
27									27
28									28
29									29
30									30
31									31
32									32
33									33
34									34
35									35
36									36
37	mo.	85055	90198	87144	88050	89519	90019	17	
38	1998	4TD	625374	715272	802716	890746	980265	1090284	38
39	mo	792022	88019	79202	8137902	119300	127690	39	
40	1997	4TD	590142	678161	747363	805365	9041615	1143264	40

SKYLINE001925

	Initial's	Date
Approved by		
Prepared by		

## Morning Gas Reconciliation 1998

	1	2	3	4	5	6
	Jan	Feb	Mar	Apr	May	Jun
1 Beg Inventory	12225	12896	17659	4334	10255	44631
2 Additions	104383	80004	84996	94042	830101	92997
3 Subtractions	116608	923990	92655	98376	93244	97462
4 Ending Stock	12986	7659	14334	10244	4463	93610
5 Stock Sales	103612	81931	88321	88132	90789	85102
6 Month Sales	101812	85483	88647	87959	90984	8579
7 Variations	<8162	342	328	511637	195	689
8						
9						
10	561	Aus	Sep	Oct	Nov	Dec
11 Beg Inventory	9360	3462	1247	10380	19689	12939
12 Additions	84168	90198	127144	88096	89519	90019
13 Subtractions	93528	926162	94391	98476	94108	102958
14 Ending Stock	34621	7247	10380	19589	12939	4574
15 Stock Sales	90066	86413	84011	88587	86168	98384
16 Month Sales	101160	86714	83758	90030	86432	98366
17 Variations	1094	311	<253>	1143	2613	<18>
18						
19						
20 Morning Variations	Month	Calculation				
21 Jan	<810>					
22 Feb	1242	<568>				
23 Mar	328	<240>				
24 Apr	<163>	<403>				
25 May	195	<208>				
26 Jun	689	481				
27 Jul	1094	1575				
28 Aug	311	1856				
29 Sep	<253>	1633				
30 Oct	1143	2776				
31 Nov	2613	3039				
32 Dec	<18>	3021				
33						
34						
35						
36						
37						
38						
39						
40						